

SUPPLEMENTAL AGENCY AGREEMENT

18 September 2026

relating to CHF 155,000,000 1.6575 per cent. Green Senior Preferred Notes due 2032

issued under the €7,000,000,000 Euro Medium Term Note Programme

**OTP BANK NYRT.
as Issuer**

and

**CITIBANK N.A., LONDON BRANCH
as Principal Paying Agent**

and

**CITIBANK EUROPE PLC
as Registrar**

and

**UBS AG
as Swiss Paying Agent**

A&O SHEARMAN

Allen Overy Shearman Sterling LLP

0070878-0000060 UKEU_AOSHEARMAN: 130006947428.4

THIS SUPPLEMENTAL AGENCY AGREEMENT is made on 18 September 2026

BETWEEN:

- (1) **OTP BANK NYRT.** (the **Issuer**);
- (2) **CITIBANK, N.A., LONDON BRANCH** (the **Principal Paying Agent**);
CITIBANK EUROPE PLC (the **Registrar**); and
- (3) **UBS AG** of Bahnhofstrasse 45, 8001 Zurich, Switzerland (the **Swiss Paying Agent**).

WHEREAS:

- (A) The Issuer proposes to issue CHF 155,000,000 1.6575 per cent. Green Senior Preferred Notes due 2032 (the **CHF Notes**) under its €7,000,000,000 Euro Medium Term Note Programme (the **Programme**). The expression "CHF Notes" shall include any further tranche of CHF Notes to be consolidated and form a single Series with this Series of CHF Notes.
- (B) This Supplemental Agency Agreement is supplemental to the Amended and Restated Agency Agreement dated 30 April 2025 (the **Principal Agency Agreement**) between the Issuer, the Principal Paying Agent, the Registrar and the other agents named therein.
- (C) In a Subscription Agreement dated 18 September 2026 (the **Subscription Agreement**) the Issuer has agreed to issue and the managers named therein (the **Managers**) have agreed to subscribe for the CHF Notes. The Issuer and the Managers have also agreed that UBS AG will be appointed as Swiss Paying Agent, that the Swiss Paying Agent shall act as paying agent for this issue and that the clearing and settlement of the CHF Notes in global form, in substantially the form set forth in the Schedule 1 to this Supplemental Agency Agreement (the **CHF Global Note**), will be through the SIX SIS AG, the Swiss Securities Services Corporation in Olten, Switzerland (**SIS**).

NOW IT IS HEREBY AGREED as follows:

- 1. The Issuer, the Principal Paying Agent and the Registrar (the **Original Parties**) hereby agree that the Swiss Paying Agent shall be joined as a party to the Principal Agency Agreement for the purpose of acting as principal paying agent in Switzerland in relation to the CHF Notes and carrying out certain other functions in accordance with the standard market practices established for clearing and settlement of and payments on the CHF Notes and. The Original Parties also agree that the CHF Notes will be cleared and settled through SIS in accordance with usual Swiss market practices. The Principal Agency Agreement shall be construed accordingly.
- 2. The Original Parties hereby agree that the Paying Agents appointed in the Principal Agency Agreement for the purposes of making payments in respect of each Series of Notes, will not make any payments in respect of the CHF Notes.
- 3. This Agreement shall be read as one with the Principal Agency Agreement and all references therein to "this Agreement" shall be deemed, in relation to the CHF Notes and to the extent specified herein, to refer to this Agreement. Terms defined in the Subscription Agreement and, except as otherwise specified herein, terms defined in the Principal Agency Agreement shall have the same meaning in this Agreement.

4. For the purposes of the issue of the CHF Notes only the following provisions shall apply.

(a) **Definitions and Interpretation**

- (i) All references to "Notes" and related terms in the terms and conditions of the Notes and the Principal Agency Agreement shall be construed as references to the CHF Notes, so far as the context permits.
- (ii) All references to "Principal Paying Agent" in the Principal Agency Agreement shall be construed as references to the "Swiss Paying Agent" and all references to "Paying Agent" and "Paying Agents" in the Principal Agency Agreement shall be construed as references to the "Swiss Paying Agent".
- (iii) All references to "Permanent Global Note" and "Global Notes" in the Principal Agency Agreement shall be construed as references to the "CHF Global Note" as defined herein and all references to "Temporary Global Note" in the Principal Agency Agreement shall be deemed deleted.
- (iv) All references to "Euroclear" and "Clearstream, Luxembourg" in the Principal Agency Agreement shall be construed as references to "SIS".
- (v) The Swiss Paying Agent hereby confirms that it is acting and will continue to act through its office in Switzerland and that it will not act through any office located outside Switzerland with respect to the CHF Notes.

(b) **Issue of Notes**

- (i) Notwithstanding the provisions of the Principal Agency Agreement, the Swiss Paying Agent will (i) prepare and complete or arrange for the preparation of the CHF Global Note, (ii) attach a copy of the Final Terms in respect of the CHF Notes to such Global Note, (iii) arrange for the CHF Global Note to be executed by or on behalf of the Issuer, (iv) authenticate the CHF Global Note and (v) deliver the CHF Global Note to SIS to be held in its account to the order of the Issuer until the Issue Date.
- (ii) Notwithstanding the provisions of the Principal Agency Agreement, the Issuer irrevocably agrees and undertakes to the Swiss Paying Agent to arrange for the printing and delivery to it of the CHF Notes in definitive form (**CHF Definitive Notes**) with Coupons attached in the name of the Issuer, should the Swiss Paying Agent (in its sole discretion and acting reasonably) deem such printing to be necessary or useful, after consultation with the Issuer, or if the presentation of CHF Definitive Notes and Coupons is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights of the Noteholders. Should the CHF Definitive Notes and Coupons be printed, the Swiss Paying Agent will then exchange the CHF Global Note against delivery of the CHF Definitive Notes and Coupons and thereupon simultaneously cancel and return the CHF Global Note to the Issuer.

(c) **Duties of the Swiss Paying Agent in connection with redemption of the CHF Notes**

A copy of any notice delivered to the Swiss Paying Agent by the Issuer in accordance with Clause 6.3 of the Principal Agency Agreement shall also be delivered to the Principal Paying Agent.

(d) Cancellation of CHF Notes and Coupons

A copy of any certificate of destruction delivered to the Issuer by the Swiss Paying Agent in accordance with Clause 7.3 of the Principal Agency Agreement shall also be delivered to the Principal Paying Agent.

(e) Destruction and Replacement of CHF Notes and Coupons

- (i) A copy of any destruction certificate delivered by the Swiss Paying Agent to the Issuer in accordance with Clause 7.4 of the Principal Agency Agreement shall also be delivered to the Principal Paying Agent.
- (ii) A copy of any notice delivered to the Issuer by the Swiss Paying Agent in accordance with Clause 9.4 of the Principal Agency Agreement shall also be delivered to the Principal Paying Agent.

(f) Records and Certificates and Reporting Requirements

- (i) Without prejudice to the obligations of the Principal Paying Agent to maintain records and continue to comply with its reporting requirements in respect of the Programme, the Swiss Paying Agent shall maintain a record of all payments under the CHF Notes and advise the Issuer upon request of their respective amounts and effective dates.
- (ii) The Swiss Paying Agent agrees that it will provide the Principal Paying Agent with all information in relation to the CHF Notes required by the Principal Paying Agent in order to fulfil its reporting obligations arising under the Principal Agency Agreement.

(g) Enforcement

The Issuer agrees that in the event that the Swiss Global Note (or any part thereof) has become due and repayable in accordance with the Conditions or that the Maturity Date has occurred and, in either case, payment in full of the amount due has not been made to the bearer (or the Swiss Paying Agent on its behalf) in accordance with the provisions set out in the Swiss Global Note then, unless within the period of 15 days commencing on the relevant due date payment in full of the amount due in respect of the Swiss Global Note is received by the bearer (or the Swiss Paying Agent on its behalf) in accordance with the foregoing, each holder shall have against the Issuer all those rights which such holder would have if it held and beneficially owned duly executed and authenticated Definitive Notes, Coupons and Receipts (if appropriate) in respect of each Note represented by the Swiss Global Note which is credited to a securities account (*Effektenkonto*) in the name of such holder with a participant in SIS, subject to any payment in respect of such Notes only being made to the bearer of the Swiss Global Note (or the Swiss Paying Agent on its behalf) and such holders not having any other rights in respect of such payment, and to the extent any amount payable under the Conditions in respect of the Notes is so paid this shall continue to release the Issuer from its obligations

under the Notes and the relative Coupons in respect of such payment and the rights of any such holder shall be construed accordingly.

(h) **Fees and Expenses**

Notwithstanding (and without prejudice to) the provisions of Clause 15 of the Principal Agency Agreement, the Issuer undertakes to pay per Event (as defined below) to the Swiss Paying Agent, for the account of the Swiss Paying Agent, a paying agency commission of 0.010 per cent. of the then outstanding aggregate principal amount of the CHF Notes, upon the occurrence of each Event. Such commission shall be payable by the Issuer upon receipt of an invoice from the Swiss Paying Agent in respect of the relevant Event. For the purposes of this Clause 4(g), an **Event** means the payment of interest, or the redemption or repayment of principal, in connection with the CHF Notes.

5. In addition to the provisions of the Principal Agency Agreement, the Issuer and the Swiss Paying Agent agree as follows in relation to the CHF Notes:
 - (a) payment to the Swiss Paying Agent and the receipt by the Swiss Paying Agent in such capacity of the due and punctual payment of the funds in Swiss Francs in Zurich shall release the Issuer of its obligations under the CHF Notes and Coupons for the payment of principal and interest due on the respective payment dates to the extent of such payments and except to the extent that there is default in the subsequent payment thereof to the Noteholders or the Couponholders (as the case may be);
 - (b) the Swiss Paying Agent shall maintain a record of such payments and advise the Issuer promptly of their amount and effective date;
 - (c) the Swiss Paying Agent reserves the right to record cashed Coupons as well as redeemed CHF Notes on data carriers and to store them in this way instead of keeping them in physical form during the period prescribed by law and to destroy them subsequently. This reproduction of Coupons and/or CHF Notes will remain in safe keeping by the Swiss Paying Agent during the statutory limitation period under Swiss law;
 - (d) any purchase of CHF Notes for the purpose of cancellation by the Issuer shall be effected through the intermediary of the Swiss Paying Agent or any other suitable intermediary, subject to the regulations of the Swiss National Bank; and
 - (e) the Issuer undertakes not to appoint any other banks (other than the Swiss Paying Agent) as paying agents for the purposes of the Principal Agency Agreement in respect of the CHF Notes and not pay to other banks, corporations or individuals (other than the Swiss Paying Agent) any commissions or remunerations for the payments of interest or principal without the prior written consent of the Swiss Paying Agent (which shall not be unreasonably withheld).
6. Without prejudice to the right of indemnity under clause 16 of the Principal Agency Agreement and except as otherwise expressly stated therein, none of the parties to this Agreement shall be liable in respect of the acts or omissions of any of the other parties to this Agreement.

7. Except as expressly provided herein, the Principal Agency Agreement will have full force and effect with respect to the Swiss Paying Agent and the issue of the CHF Notes.
8. The Swiss Paying Agent confirms that it is acting through its specified office set out below and agrees that all notices and communications to the Swiss Paying Agent shall be delivered in the manner set out in Clause 19 of the Principal Agency Agreement to:

UBS AG

Bahnhofstrasse 45,
8001 Zurich
Switzerland

Email: paying-agency-services@ubs.com

Attention: 0021 - CAIP Mandates

9. For the avoidance of doubt, the terms of this Agreement shall apply only to the issue of the CHF Notes.
10. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.
11. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
12. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, the laws of England.
13. The provisions of Clause 25.2 and Clause 25.3 of the Principal Agency Agreement shall apply *mutatis mutandis* to this Agreement.

SCHEDULE 1

FORM OF THE CHF GLOBAL NOTE

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.

Swiss Securities Code:

159862006

ISIN:

CH1598620065

CHF GLOBAL NOTE

OTP BANK NYRT.

(Incorporated with limited liability in Hungary with registered number Cg 01-10-041585)

EUR 7,000,000,000 Euro Medium Term Note Programme

This CHF Global Note is issued in respect of CHF 155,000,000 1.6575 per cent. Green Senior Preferred Notes due 2032 (ISIN: CH1598620065, Swiss Securities Code: 159862006) (the “**Notes**”) of OTP Bank Nyrt. (the “**Issuer**”) designated as specified in the title hereof.

The Notes are subject to the Terms and Conditions (the “**Conditions**”). Words and expressions defined or set out in the Conditions and/or the Final Terms shall bear the same meaning when used herein.

This CHF Global Note, which is issued without coupons for interest, documents up to 1,550 (one thousand five hundred and fifty) bearer notes in the denomination of Swiss Francs 100,000 or multiples thereof, each with annual coupons, and having the provisions specified in the Final Terms attached hereto (the “**Final Terms**”). References herein to the Conditions shall be to the Conditions of the Notes as set out in the Base Prospectus dated 27 May 2026 (as supplemented), but in the event of any conflict between the provisions of the Conditions and the information set out in the Final Terms, the Final Terms will prevail.

The Issuer for value received promises to pay to the bearer of this CHF Global Note, on presentation and (when no further payment is due in respect of this CHF Global Note) surrender of this CHF Global Note to UBS AG as Swiss Paying Agent (the “**Swiss Paying Agent**” as defined in a Supplemental Agency Agreement dated 18 September 2026 between the Issuer and the agents named therein) on the Maturity Date (or on such earlier date as the amount payable upon redemption under the Conditions may become payable in accordance with the Conditions) the amount payable upon redemption under the Conditions and (unless this CHF Global Note does not bear interest) to pay interest from the Interest Commencement Date in arrear at the rates, in the amounts and on the dates for payment provided for in the Conditions together with such other sums and additional amounts (if any) as may be payable under the Conditions, in accordance with the Conditions.

This CHF Global Note will be deposited by the Swiss Paying Agent with SIS SIX AG or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange AG (the “**Intermediary**”). Once this CHF Global Note is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities (*Bucheffekten*) (the “**Intermediated Securities**”) in accordance with the provisions of the Swiss Intermediated Securities Act

(*Bucheffektengesetz*). Each Holder (as defined below) shall have a quotal co-ownership interest (*Miteigentumsanteil*) in this CHF Global Note to the extent of its claim against the Issuer, provided that for so long as this CHF Global Note remains deposited with the Intermediary the co-ownership interest shall be suspended and the Notes may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*), i.e., by the entry of the transferred Notes in a securities account of the transferee.

The records of the Intermediary will determine the number of Notes held through each participant in that Intermediary. In respect of the Notes held in the form of Intermediated Securities, the holders of the Notes (the **Holders**) will be the persons holding the Notes in a securities account in their own name and for their own account.

Neither the Issuer nor the Holders shall at any time have the right to effect or demand the conversion of this CHF Global Note into, or the delivery of, uncertificated securities (*Wertrechte*) or Definitive Notes (*Wertpapiere*). No physical delivery of the Notes shall be made unless and until Definitive Notes (*Wertpapiere*) shall have been printed. Definitive Notes may only be printed, in whole, but not in part, in accordance with the Final Terms.

The decision, if and when the definitive Notes with Coupons attached are to be printed, is at the sole discretion of UBS AG (or its successor as Swiss Paying Agent), acting reasonably, unless the presentation of Definitive Notes (*Wertpapiere*) and Coupons is required by Swiss or other applicable laws and regulations in connection with the enforcement of rights of the Holders. An exchange of this CHF Global Note prior to the complete redemption of the issue can only be effected against any definitive Notes with Coupons attached.

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this CHF Global Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

This CHF Global Note shall be governed by, and construed in accordance with, the laws of England and the Issuer submits to the jurisdiction of the English courts.

This Note shall not become valid or obligatory for any purpose until authenticated by or on behalf of the Swiss Paying Agent.

This CHF Global Note is authenticated by the Swiss Paying Agent without liability, warranty or recourse.

In witness whereof the Issuer has caused this CHF Global Note to be duly signed on its behalf.

Dated as of the Issue Date.

OTP BANK NYRT.

By:

Name:

Title:

By:

Name:

Title:

Certificate of Authentication

This CHF Global Note is authenticated
by or on behalf of the Swiss Paying Agent

UBS AG

as Swiss Paying Agent

By:

Name:

Authorised Signatory

For the purposes of authentication only.

FINAL TERMS OF THE NOTES

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is either one (or both) of: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook (“**DISC**”) for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

MiFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS, ECPs AND RETAIL CLIENTS (RETAIL CLIENTS FOR SWITZERLAND ONLY) ONLY TARGET MARKET – Solely for the purposes of the manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, and, only in Switzerland, retail clients only, each as defined in Directive 2014/65/EU (as amended “**MiFID II**”)/MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer’s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

SWISS PUBLIC OFFER – The Notes are offered to the public (including, without limitation, to investors classifying as private clients (*Privatkundinnen und -kunden*) within the meaning of the Swiss Financial Services Act (the **FinSA**)) in Switzerland only.

Final Terms dated 18 September 2026

OTP BANK NYRT.

Legal Entity Identifier (LEI): 529900W3MOO00A18X956

Issue of CHF 155,000,000 1.6575 per cent. Green Senior Preferred Notes due 2032

under the €7,000,000,000 Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the “**Conditions**”) set forth in the base prospectus dated 27 May 2026 as supplemented by the first supplement dated 11 June 2026 and the second supplement dated 10 August 2026 which together constitute a base prospectus (the “**Base Prospectus**”) for the purposes of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”) and the prospectus dated 18 September 2026 prepared for the issuance and the listing of the Notes according to the Standard for Bonds on SIX Swiss Exchange (the **Swiss Prospectus**). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus and the Swiss Prospectus.

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of these Final Terms, the Base Prospectus and the Swiss Prospectus. The Base Prospectus has been published on the website of the Luxembourg Stock Exchange (www.luxse.com). Copies of the Swiss Prospectus are available at UBS AG, Investment Bank, Swiss Prospectus Switzerland, P.O. Box, CH-8098 Zurich, Switzerland, or can be ordered by telephone (+41-44-239 47 03 (voicemail)) or by e-mail (swiss-prospectus@ubs.com).

1. Issuer: OTP Bank Nyrt.

DESCRIPTION OF THE NOTES

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|----|-------|--|---|
| 2. | (i) | Series Number: | 19 |
| | (ii) | Tranche Number: | 1 |
| | (iii) | Date on which the Notes become fungible: | Not Applicable |
| 3. | | Specified Currency or Currencies: | Swiss francs (“ CHF ”) |
| 4. | | Aggregate Principal Amount | CHF 155,000,000 |
| 5. | | Issue Price: | 100 per cent. of the Aggregate Principal Amount |
| 6. | (i) | Specified Denominations: | CHF 100,000 and integral multiples thereof |
| | (ii) | Calculation Amount: | CHF 100,000 |
| 7. | (i) | Issue Date: | 22 September 2026 |
| | (ii) | Interest Commencement Date: | Issue Date |
| 8. | | Maturity Date: | 22 September 2032 |
| 9. | | Interest Basis: | Reset Notes
(see paragraph 15 below) |

- | | | |
|-----|--|---|
| 10. | Redemption/Payment Basis: | Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their principal amount. |
| 11. | Change of Interest or Redemption/Payment Basis: | Not Applicable |
| 12. | Put/Call Options: | Issuer Call
(see paragraph 18 below) |
| | Clean-Up Call Option: | Not Applicable |
| 13. | (i) Status of the Notes: | Senior Preferred Notes |
| | (ii) Senior Preferred Notes Restricted Default: | Condition 14(b) (<i>Tier 2 Capital Notes, Senior Preferred Notes and Senior Non-Preferred Notes (Restricted Default)</i>): Applicable |
| | (iii) Senior Preferred Notes: Gross-up of principal: | Not Applicable |
| | (iv) Date of the ALCO approval for issuance of Notes obtained: | 5 August 2026 |

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- | | | |
|-----|-----------------------------------|---|
| 14. | Fixed Rate Note Provisions | Not Applicable |
| 15. | Reset Note Provisions | Applicable |
| | | For the purposes of the Notes, all references in the Conditions to the "Calculation Agent" shall be deemed to be references to the "Swiss Paying Agent" (as defined below) |
| | (i) Initial Rate of Interest: | 1.6575 per cent. per annum payable annually in arrear on each Interest Payment Date in respect of the period from (and including) the Issue Date up to (but excluding) the Optional Redemption Date) |
| | (ii) Reset Rate: | For the purposes of the Notes the definition of "Reset Rate" in Condition 1 shall not apply and "Reset Rate" shall mean the 1y-mid rate for Swiss franc swaps (a)(i) with a term equal to the Reset Period and (ii) commencing on the Reset Date, and (b) a floating leg based on SARON (Swiss Average Rate Overnight) (the " Swiss Franc Swap Rate "), which appears on the Relevant Screen Page as at approximately 11.00 a.m. in Zurich on the Reset Determination Date, all as determined by the Swiss Paying Agent. |
| | (iii) First Margin: | 1.200 per cent. per annum |
| | (iv) Subsequent Margin: | Not Applicable |
| | (v) Interest Payment Date(s): | 22 September in each year up to (and including) the Maturity Date, commencing on 22 September 2027. |

(vi)	Fixed Coupon Amount in respect of the period from (and including) the Interest Commencement Date up to (but excluding) the First Reset Date:	Not Applicable
(vii)	Broken Amount(s):	Not Applicable
(viii)	First Reset Date:	22 September 2031
(ix)	Subsequent Reset Date(s):	Not Applicable
(x)	Fixed Leg Swap Payment Frequency:	Not Applicable
(xi)	CMT Designated Maturity:	Not Applicable
(xii)	Relevant Screen Page:	In the case of the Swiss Franc Swap Rate, GOTTEX page "CHF LCH REFERENCE PAGE" or, in the case of the Fallback – Swiss Franc Swap Rate provisions below, ICAP page " CHF SWAP SRN".
(xiii)	CMT Rate Screen Page:	Not Applicable
(xiv)	Mid-Swap Rate:	Not Applicable
(xv)	Mid-Swap Maturity:	Not Applicable
(xvi)	Initial Mid-Swap Rate Final Fallback:	Not Applicable
	- Initial Mid-Swap Rate:	
(xvii)	Reset Maturity Initial Mid-Swap Rate Final Fallback:	Not Applicable
	- Reset Period Maturity Initial Mid-Swap Rate:	
(xviii)	Last Observable Mid-Swap Rate Final Fallback:	Not Applicable
(xix)	Subsequent Reset Rate Mid-Swap Rate Final Fallback:	Not Applicable
(xx)	Subsequent Reset Rate Last Observable Mid-Swap Rate Final Fallback:	Not Applicable
(xxi)	Reference Rate:	Not Applicable
(xxii)	Reference Banks:	Not Applicable
(xxiii)	Day Count Fraction:	30/360
(xxiv)	Reset Determination Date(s):	The fifth Business Day immediately preceding the Reset Date. For this purpose, “Business Day” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in T2 and Zurich.

(xxv) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Fiscal Agent):	Swiss Paying Agent
(xxvi) Fallback – Swiss Franc Swap Rate	For the purposes of the Notes, if on the Reset Determination Date the Relevant Screen Page is not available or the Swiss Franc Swap Rate does not appear on the Relevant Screen Page, the First Reset Rate of Interest for the Reset Period shall be the sum of: (a) (i) the percentage determined on the basis of the arithmetic mean of the 'bid' and 'ask' yield rates (A) for a period equal to the Reset Period, published on the Relevant Screen Page; or (B) if (A) is not available, of the bonds issued by the Swiss Confederation bearing ISIN CH1544304111 as quoted on the SIX Swiss Exchange (the "Fallback Swiss Franc Swap Rate"), in each case, as determined by the Swiss Paying Agent on the Reset Determination Date. For this purpose, the Reset Determination Date shall be the Reset Date.; or (ii) if the Fallback Swiss Franc Swap Rate cannot be determined in accordance with (i) above, 0.4575 per cent. per annum; and (b) the First Margin. (with such sum converted (if necessary) to a basis equivalent to the frequency with which scheduled interest payments are payable on the Notes (such calculation to be made by the Swiss Paying Agent)).
16. Floating Rate Note Provisions	Not Applicable
17. Zero Coupon Note Provisions	Not Applicable
PROVISIONS RELATING TO REDEMPTION, SUBSTITUTION AND VARIATION	
18. Call Option	Applicable
(i) Optional Redemption Date(s) (Call):	22 September 2031
(ii) Optional Redemption Amount (Call):	CHF 100,000 per Calculation Amount
(iii) Series redeemable in part:	No
(iv) If redeemable in part:	• Minimum Redemption Amount: Not Applicable • Maximum Redemption Amount: Not Applicable
(v) Notice period:	Minimum period: 10 days Maximum period: 30 days

19.	Senior Non-Preferred Notes and Senior Preferred Notes	
	(i) Senior Notes: Loss Absorption Disqualification Event Redemption:	Applicable
	(ii) Optional Redemption Amount (Loss Absorption Disqualification Event):	CHF 100,000 per Calculation Amount
	(iii) Senior Notes: Substitution and Variation:	Applicable
	(iv) Senior Notes: Tax Event (Deductibility):	Applicable
20.	Tier 2 Capital Notes	
	(i) Optional Redemption Amount (Capital Disqualification Event):	Not Applicable
		Not Applicable
	(ii) Tier 2 Capital Notes: Substitution and Variation:	
	(iii) Tier 2 Capital Notes: Tax Event (Deductibility):	Not Applicable
21.	Put Option	Not Applicable
22.	Early Redemption Amount (Tax):	CHF 100,000 per Calculation Amount
23.	Final Redemption Amount:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at CHF 100,000 per Calculation Amount
24.	Redemption Amount for Zero Coupon Notes:	Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25. Form of Notes:

Bearer Notes:

The Notes will be in bearer form and will be represented by a permanent global note (the "**Permanent Global Note**") in substantially the form appended to the supplemental paying agency agreement dated 31 March 2025 (the "**Supplemental Paying Agency Agreement**") in respect of the Notes between, *inter alios*, the Issuer and the Swiss Paying Agent.

The Notes and all rights in connection therewith are documented in the Permanent Global Note which will be deposited by the Swiss Paying Agent with SIX SIS Ltd or any other intermediary in Switzerland recognised for such purposes by the SIX Swiss Exchange (SIX SIS Ltd or any such other intermediary, the "**Intermediary**").

Once the Permanent Global Note is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Notes will constitute intermediated securities (*Bucheffekten*) ("**Intermediated Securities**") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

Each Holder (as defined below) shall have a quotal (pro rata) co-ownership interest (*Miteigentumsanteil*) in the Permanent Global Note to the extent of its claim against the Issuer, provided that for so long as the Permanent Global Note remains deposited with the Intermediary the co-ownership interest shall be suspended and the Notes may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) by the entry of the transferred Notes in a securities account of the transferee.

The records of the Intermediary will determine the number of Notes held through each participant in that Intermediary. In respect of the Notes held in the form of Intermediated Securities, the holders of the Notes (the "**Holders**") will be the persons holding the Notes in a securities account in their own name and for their own account.

Neither the Issuer, nor the Holders nor any third party shall at any time have the right to effect or demand the conversion of the Permanent Global Note (*Globalurkunde*) into, or the delivery of, uncertificated securities (*Wertrechte*) or Definitive Notes (*Wertpapiere*).

No physical delivery of the Notes shall be made unless and until Definitive Notes (*Wertpapiere*) shall have been printed. Notes may only be printed, in whole, but not in part, if the Swiss Paying Agent determines, in its sole

discretion, that the printing of Definitive Notes (*Wertpapiere*) is necessary or useful.

Should the Swiss Paying Agent so determine, it shall provide for the printing of Definitive Notes (*Wertpapiere*), with Coupons attached, in accordance with the rules and regulations of the Intermediary and without cost to the Noteholders. If printed, the Definitive Notes (*Wertpapiere*) shall be executed by affixing thereon the facsimile signature of one authorised officer of the Issuer.

Upon delivery of the Definitive Notes (*Wertpapiere*), the Permanent Global Note will immediately be cancelled by the Swiss Paying Agent and the Definitive Notes (*Wertpapiere*) shall be delivered to the Noteholders against cancellation of the Notes and Coupons in the Holders' securities accounts.

- | | | |
|-----|---|----------------|
| 26. | New Global Note: | No |
| 27. | New Safekeeping Structure: | No |
| 28. | Additional Financial Centre(s) or other special provisions relating to payment dates: | Zurich |
| 29. | Talons for future Coupons to be attached to Definitive Notes: | No |
| 30. | Renminbi Currency Fallback: | Not Applicable |
| 31. | Other final terms: | |

Payments

The receipt by the Swiss Paying Agent of the due and punctual payment of the funds in Swiss francs in Zurich, in the manner provided in the Conditions and this Final Terms, shall release the Issuer from its obligations under the Notes for the payment of interest and principal due on the respective Interest Payment Dates and on the Maturity Date to the extent of such payment.

Condition 11 (*Payments – Bearer Notes*) of the Conditions shall be construed accordingly.

Notices

So long as the Notes are listed on the SIX Swiss Exchange and so long as the rules of the SIX Swiss Exchange so require, all notices in connection with the Notes will be published, and need only to be published, without cost to the Holders, in electronic form by delivery by UBS AG as Swiss Paying Agent to the online information system of the SIX Swiss Exchange for publication via the website designated by the SIX Swiss Exchange for these purposes (<https://www.six-group.com/en/market-data/news-tools.html>, where notices are currently published under <https://www.six-group.com/en/market-data/news-tools/official-notices.html#/>), rather than by publication as

required by the Conditions and, in any case, such notices shall be deemed to have been given to the Holders in accordance with the Conditions on the date of delivery to the SIX Swiss Exchange.

For the purposes of the Notes, the Condition 20 (*Notices*) shall be construed accordingly

THIRD PARTY INFORMATION

The information contained in paragraph 2 (Ratings) in Part B of these Final Terms has been extracted from the public websites of the respective rating agencies. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by the respective rating agencies, no facts have been omitted which would render the reproduced information inaccurate or misleading.

SIGNED on behalf of

OTP BANK NYRT.:

By:.....
Duly authorised SANOOR PATAKI

By:.....
Duly authorised IRFAN BABAR

PART B – OTHER INFORMATION

1. Listing

Listing and admission to trading:

Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading and to listing on the SIX Swiss Exchange with effect from 22 September 2026. The last day of trading is expected to be the second business day prior to the Maturity Date.

2. Ratings

Ratings:

The Notes to be issued have been rated:

S&P Global Ratings Europe Limited (“**S&P**”): BBB

Scope Ratings GmbH (“**Scope**”): BBB+

In accordance with S&P ratings definitions available as at the date of these Final Terms on <https://www.spglobal.com/ratings/en/regulatory/article/190705-s-p-global-ratings-definitions-s504352>, obligations rated “BBB” exhibits adequate protection parameters.

In accordance with Scope’s rating definitions available as at the date of these Final Terms on https://www.scoperatings.com/dam/jcr:489a367c-01ba-4b3e-b203-1de2dca46da2/Scope_Ratings_Rating_Definitions_2021.pdf, obligations rated “BBB+” reflect an opinion of good credit quality. Ratings issued by Scope are expressed with ‘+’ and ‘-’ as additional subcategories.

S&P and Scope are established in the European Economic Area (the “**EEA**”) and are registered under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). As such, S&P and Scope are included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

Save for any fees payable to the Managers, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- (i) Reasons for the offer: The net proceeds of the Notes (the "**Net Proceeds**") are intended to be used by the Issuer to finance and/or refinance, in part or in full, a portfolio of new and/or existing loans, credits and investments satisfying the Eligibility Criteria as defined in the Base Prospectus and further described in the Issuer's Sustainable Finance Framework. None of the Joint Lead Managers shall have any responsibility for, or be obliged to concern itself with, the application of the Net Proceeds of the Notes.
- (ii) Estimated Net Proceeds: CHF 154,460,000.00

5. Fixed Rate Notes only – YIELD

Indication of yield: For the period from (and including) the Issue Date to (but excluding) the Optional Redemption Date, 1.6575 per cent. per annum.

The indicative yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. OPERATIONAL INFORMATION

- (i) ISIN: CH1598620065
- (ii) Common Code: 351617870
- (iii) CMU Instrument Number: Not Applicable
- (iv) Any clearing system(s) other than Euroclear, Clearstream, Luxembourg and the CMU Service and the relevant identification number(s): SIX SIS Ltd.
Olten Switzerland
Swiss Security Number: 159862006
- (v) Delivery: Delivery against payment
- (vi) Names and addresses of additional Agent(s) (if any): For the purposes of the Notes, the Issuer has under the Supplemental Paying Agency Agreement appointed UBS AG as the principal paying agent in Switzerland in respect of the Notes (the "**Swiss Paying Agent**") with its registered office at the following address:

UBS AG

Bahnhofstrasse 45
CH 8001 Zurich
Switzerland

In respect of the Notes, the Issuer will at all times maintain a Paying Agent having a specified office in Switzerland and will at no time maintain a Paying Agent having a specified office outside Switzerland.

- (vii) Intended to be held in a manner which would No. While the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be

allow eligibility:	Eurosystem	amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.
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7. DISTRIBUTION

- | | | |
|--------|--|---|
| (i) | U.S. Selling
Restrictions: | Reg. S Compliance Category 2, TEFRA D in accordance with the usual Swiss practice |
| (ii) | Prohibition of Sales to
EEA Retail Investors: | Applicable |
| (iii) | Prohibition of Sales to
UK Retail Investors: | Applicable |
| (iv) | Prohibition of Sales to
Belgian Consumers: | Applicable |
| (v) | Singapore Sales to
Institutional Investors
and Accredited
Investors only: | Not Applicable |
| (vi) | Method of distribution: | Syndicated |
| (vii) | If syndicated: | Not Applicable |
| | • Names of
Managers: | BNP PARIBAS, Paris, Lancy/Geneva branch
UBS AG |
| | • Stabilisation
Manager(s) (if
any): | Not Applicable |
| (viii) | If non-syndicated, name
and address of Dealer: | Not Applicable |

**8. BENCHMARK
REGULATION**

Not Applicable

IN WITNESS whereof this Agreement has been entered into on the date stated at the beginning.

The Issuer

OTP BANK NYRT.

By: 

Name: SÁNDOR PATAKI

Title: DIRECTOR OF INVESTOR RELATIONS
AND DEBT CAPITAL MARKETS

By: 

Name: ILDER BABARZI

Title: HEAD OF DEBT FUNDING

The Principal Paying Agent

CITIBANK, N.A., LONDON BRANCH

By:



Name:

Title:

**KIERAN ODEDRA
VICE PRESIDENT**

The Registrar

CITIBANK EUROPE PLC.

By: 

Name:

Kieran Odedra
Delegated Signatory

Title:

The Swiss Paying Agent

UBS AG

By:



Name: Patrick Schütz

Title: Executive Director

By:



Name: Eric Viridén

Title: Associate Director